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The Gazette of Puducherry

PART - II

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GOVERNMENT OF PUDUCHERRY CHIEF SECRETARIAT (EDUCATION)

(G.O. Ms. No. 28, dated 9th October 2013)

ORDER

The benefit of the Students' Special Bus Scheme lies in ensuring the timings of operation of buses and also the security of the students during commutation. Hence, for effective monitoring it has been proposed to create a separate Transport Monitoring Cell in the Directorate of School Education.

2. The Lieutenant-Governor, Puducherry has been pleased to constitute a Transport Monitoring Cell for efficient monitoring of the implementation of the scheme in general and operational aspects of buses in particular.

3. The Transport Monitoring Cell shall consist of a team of the following officials, namely:—

(i) Deputy Director (Elementary Education) - Nodal Officer

(ii) One retired official, in-charge of the Cell, in the rank of Superintendent of Police or Regional Transport Officer.

(iii) Two retired officials to assist in the mobility of buses including checking enroute, in the rank of retired Motor Vehicle Inspector or equivalent.

(iv) One Assistant/UDC to assist the Officer-in-charge to prepare relevant files for submission to DD(Ee) who is the Nodal Officer in the Directorate of School Education for this Students' Special Bus Scheme.

The services of personnel under items (ii) and (iii) shall be drawn on outsourcing basis. The personnel engaged on outsource basis for this Cell may be paid as per the decision of the Government.

4. Roles and responsibility of the Transport Monitoring Cell for implementation of the Students' Special Bus Scheme :

(1) To commute and monitor the operation of the buses on day-to-day basis.

(2) To prepare trip-sheets every day.

(3) To submit trip-sheets and consolidate the details facilitating the preparation of bills for the bus operators.

(4) To communicate to the Directorate of School Education about the actualities of the operation of the buses from time to time.

(5) To prepare reports and submit to the Government, as and when necessary, about the operation of the buses.

(6) To prepare bills and other related files for submission to the Government.

(7) To conduct surprise inspection of the buses in the routes, being plied in different routes.

(8) To ensure alternate arrangements, in case regular buses could not be plied by the operators for unforeseen reasons.

(9) To ensure the updation of the condition of the buses in terms of payment of taxes by the proprietors, maintenance of the buses and the records pertaining to the drivers and other personnel.

(10) To make arrangements to meet exigent situations arising, if any.

(11) To sort out issues then and there in consultation with the Director of School Education.

(12) To meet once in two months to discuss and to work out the modalities for efficient monitoring of the scheme.

(13) To ensure all measures of safety and security of students as observed in the Bipartite agreement and guidelines in terms of conditions and maintenance of buses and the regulation of services of drivers and attendants (conductors).

(14) To conduct parent meetings to discuss and resolve the issues to facilitate their co-ordination in the implementation of the scheme.

(15) To conduct meetings of the proprietors of the buses with the officials of the Transport Department and Police Department to facilitate them in the safety and secured transportation of the students.

5. This issues with the concurrence of the Finance Department *vide* their U.O. No. 2248/F4/2013, dated 5-9-2013.

(By order of the Lieutenant-Governor)

M. GUNASEKARAN,

Under Secretary to Government (Education).

GOVERNMENT OF PUDUCHERRY
CHIEF SECRETARIAT (EDUCATION)

(G.O. Ms. No. 29, dated 9th October 2013)

ORDER

The Lieutenant-Governor, Puducherry has been pleased to approve notification of “The Guidelines for Implementation of Students’ Special Bus Scheme” as in the Annexure-I to this Government Order.

2. The Bipartite agreement to be made between the Director, Directorate of School Education, Government of Puducherry and the proprietors of the private buses for the operation of Students’ Special Bus under the scheme in the Union territory of Puducherry shall be as in the Annexure-II herewith.

3. This issues with the concurrence of the Finance Department *vide* their U.O No.2248/F4/2013, dated 5-9-2013.

(By order of the Lieutenant-Governor)

M. GUNASEKARAN,
Under Secretary to Government (Education).

ANNEXURE-I

**Guidelines for implementation of Students’ Special Bus Scheme
in the Union territory of Puducherry**

1. (a) The Government of Puducherry is committed to the welfare of students and many interventions are undertaken. One such intervention is plying of buses for the benefit of the students.

(b) It has been estimated that around 15,000 to 20,000 students usually commute everyday from their localities to reach schools and colleges situated in various parts of the respective regions. Hence, it has been proposed to implement the “Students’ Special Bus Scheme” in the Union territory of Puducherry.

(c) The need for issue of guidelines for the implementation of “Students’ Special Bus Scheme” has also been engaging the attention of the Government for quite some time.

2. The regulatory guidelines for the Students’ Special Bus Scheme (hereinafter referred as the scheme) are as detailed below:

(a) The Deputy Director (Elementary Education) shall be the Implementing and Monitoring Authority of the said scheme and the Nodal Officer in the Directorate of School Education.

(b) An agreement has to be made between the Director of School Education (First Party) and the proprietors of the concerned buses (Second Party)

(c) The seating capacity of the bus shall not be less than 50 but not more than 56 in all, excluding the driver and conductor.

(d) The vehicle permit shall be in the name of the Director of School Education until the route permit expires.

(e) The Second Party shall bear all the cost such as maintenance, fuel, motor vehicle tax, insurance, salary of the crew, etc.

(f) There shall be no privity of contract of employment between the employees and the First Party.

(g) The Second Party shall operate the buses in the specified routes allotted during the period of the agreement.

(h) The buses required by the First Party at any point of time shall not be more than 10 years old.

(i) The Second Party shall ply the vehicles for the school and college students as per the chartered timings on all days in a week except Saturdays and Sundays and additional trips required during special occasions like conduct of examination/science exhibition, etc. as per the First Party requirements.

(j) The Second Party is authorised to collect concessional rate of ₹ 1 per student per trip and ₹ 100 per day will be deducted while making payment to the Second Party. If the Government decides to ply the buses free of cost and not at concessional rates, the Second Party is not entitled to collect any fee from the students from such date as directed by the Government. In such event, no deduction shall be made from the monthly rent payable to the Second Party.

(k) The Second Party shall operate the buses for the First Party exclusively for the students and should not sub-lease / transfer his right to any other operator/any other party.

(l) The Second Party has to attend to FC work and other major maintenance of the buses at the due date and has to make alternate arrangement for plying of the buses during such period.

(m) As the buses are prevented from plying for other purposes, the Second Party is entitled for payment during vacation period after deducting the diesel cost corresponding to the diesel consumption for the running distances of buses.

(n) For smooth operation of the said scheme, the First Party shall obtain block sanction and make monthly payments by 20th of every month to the Second Party.

(o) Whenever the Second Party is unable to operate or there occurs a break down of any bus on any particular day, the Second Party has to make alternative arrangement within half-an-hour for the trip. Failure to do so shall attract demurrage of ₹ 3,000 per day per bus and the proportionate payment from monthly rent will be deducted along with demurrage of ₹ 3,000 per day.

(p) If a bus is not operated for more than 3 days continuously, then the First Party can allot the work to some other party and cancel the agreement with the defaulting bus operator.

(q) In case any dispute arises about the non-performance or efficiency in service, the dispute shall be referred to the sole arbitration of the Secretary to Government, Transport Department whose decision shall be final and binding on all the parties.

(r) This agreement shall be in vogue till the expiry of the existing permit which has been issued in the name of the Director of School Education.

(s) All the buses plied under the said scheme shall be comprehensively insured covering the benefits provided under the insurance policy.

(t) An annual increase of 10% in the monthly rent excluding diesel cost may be admissible.

(u) For effective monitoring, a separate Transport Monitoring Cell shall be created in the Directorate of School Education. A separate Government Order shall be issued in this regard

(v) Separate buses for boys and girls shall be plied.

(w) Separate signboards for the stopping of the buses under the said scheme shall be erected in identified points in the routes.

(x) The timings of the special buses for boys and girls may be arranged separately with a gap of ten minutes for girls bus in advance.

(y) Identity cards shall be issued to the students by the competent authorities authorised by the Director of School Education and the students are allowed only with the identity cards with or without uniform.

(z) The safety and security of the students shall be the top most priority during transportation and all measures for safety and security shall also be scrupulously adhered to.

ANNEXURE-II

BIPARTITE AGREEMENT

This agreement is made on this.....day of.....2013 at Puducherry between (i) the President of India represented by the Director, Directorate of School Education (DSE), Government of Puducherry (hereinafter referred to as the First Party which expression shall, wherever the context so admits, mean and include his successors in office and assigns) on the First part ;

AND

Mr.....W/o. S/o. D/o. Mr.....aged.....years, residing at No.....Puducherry, proprietor of transport operator namely..... (hereinafter referred to as the Second Party which expression shall, wherever the context so admits, mean and include his successors, heirs, legal representatives and assigns) on the Second part;

Whereas, the First Party is vested with the responsibility of providing education to the school/college students and pursuant to the obligation, the Government of Puducherry desires to make arrangement for transportation of students to and from school/college on each working day by bus and for that purpose has approached the Second Party to provide transport services for the students at the agreed timings;

And whereas, the First Party has approached the Second Party who is already a transport operator to ply in service buses on hiring basis for the benefit of the students of the First Party and the Second Party has accepted the offer and has agreed to provide bus services exclusively for the benefit of the students.

And whereas, the parties herein have mutually agreed to the terms and conditions in regard to the operation of the special bus services for school/college students;

Now, These Presents Witnesseth and the parties hereby agree as follows:-

(1) The vehicle permit shall be in the name of the First Party until the present five years period of route permit expires.

(2) The Second Party shall bear all the cost such as maintenance, fuel, motor vehicles tax, insurance, salary of the crew, etc.

(3) The Second Party shall operate the buses in the specified routes allotted, till the existing permit expires from the date of signing the agreement.

(4) The Second Party shall operate required number of buses each having a seating capacity of not less than 50 but not more than 56 in all excluding driver and conductor.

(5) The buses required for this purpose shall not be more than 10 years old at any point of time.

(6) The Second Party agrees and undertakes to ply the vehicles for the school/ college students as per the chartered timings given and by routes indicated from time to time on all days in a week except Saturdays and Sundays and also on days like conduct of examinations/events organised by the Directorate of School Education when informed in writing/formally by the First Party.

(7) The buses will be placed at such points, as the First Party shall direct from time to time. All the buses shall be proper and in condition. The school bus shall be painted in yellow colour. The inscription "School Bus" (பள்ளி பேருந்து) shall be painted in all sides as the case may be, in bold and clearly visible letters. There shall be two entrance-exits with well maintained doors to ensure safe locking and easy unlocking. The first step of the footboard shall be at a height not exceeding 300 mms. and not less than 250 mms. from the ground and all steps shall be fitted with non-slip treads. There shall be first-aid box with essential articles in the bus and also it shall be replaced periodically.

(8) The driver appointed for the purpose shall have a valid driving licence (HMT) with at least 10 years experience. He should also undergo driving skill test and eye test before the competent authority if necessary. The driver shall not drive the school bus in contravention of the speed limit prescribed by the competent authority. One personnel (conductor) shall also be engaged during the travel to assist the driver. In case of the bus exclusively meant for girl students, there shall be a female attendant in the bus.

(9) For the buses, insurance covering risk up to ultimate destination in the route would be arranged and paid by the operator (Second Party). The motor vehicle tax and insurance charges should be clearly borne by the operator (Second Party).

(10) In the trip-sheet book, every trip should be signed by the authorised signatory of the DSE (First Party) in respect of the route and the trip-sheet should be submitted to the authorised official of the First Party for scrutiny and payment.

(11) During the inspection and checking of the buses by the authorised official, if the service of the operator (Second Party) is found to be poor then for the reason to be recorded in writing, the contract may be cancelled by the First Party and will be assigned to the better bus operators. For the above purpose. Inspecting Officer shall mean the person(s), firm(s) or organisation nominated by the First Party for the purpose of inspection of buses or work under the contract and includes his/their authorised representative(s).

(12) All the buses plied under the Students' Special Bus Scheme shall be comprehensively insured covering the benefits provided in the insurance policy.

(13) All expenses involved in the maintenance of the vehicles and payment of salary and wages of the drivers and conductors shall be borne and paid by the Second Party. For removal of doubts, it is declared and covenanted by all the parties that there is no privity of contract of employment between the employees and the First Party and it shall be the sole and exclusive responsibility of the Second Party to meet all the obligations towards the employees employed in the buses plied under these presents.

(14) Whenever the Second Party is unable to operate or there occurs a breakdown of any bus on any particular day, the Second Party has to make alternative arrangement within half-an-hour. Failure to do so will attract demurrage of ₹ 3,000 per day per bus and also proportional deduction of the amount in the monthly rent.

(15) If the non-operation of bus is for more than 3 days continuously, then the First Party can cancel the agreement with the defaulting bus operator and allot the work to the better bus operators identified.

(16) The Second Party has been authorised to collect concessional rate at ₹ 1 per student for each boarding as approved by Government. If the Government decides to ply the buses free of cost and not at concessional rates, the Second Party is not entitled to collect any fee from the students from such date as directed by the Government. In such event, no deduction shall be made from the monthly rent payable to the Second Party.

(17) During summer vacation, the diesel cost shall be deducted corresponding to the running distance of the buses.

(18) Students who are having identity card issued for the purpose by the competent officials so authorised by the First Party with or without uniform can travel in the bus.

(19) The buses are to be operated only for the students to achieve the object of the Students' Special Bus Scheme and for the remaining period the buses shall not be operated on the road. The Second Party should not sub-lease / transfer his right to operate the buses to any other operator / any other party. The Second Party has to attend to FC work and other major or minor maintenance work of the buses on the due date within short span of time at the earliest

possible and the Second Party has to make alternative arrangement during such period. As the buses are prevented from plying for other purposes, the Second Party is entitled for payment during summer vacation period after deducting the diesel cost as specified above. The monthly rent will be reviewed annually and 10% of annual rise may be allowed excluding diesel cost.

(20) The Second Party shall ensure that the buses used for transportation of school/college students are maintained in a clean condition, the interiors shall be swept on each working day and the exteriors shall be washed.

(21) For smooth operation of the said scheme, the First Party shall obtain block sanction from the Government and make monthly payments by 20th of every month to the Second Party.

(22) Payment for operation of the bus to the Second Party shall be made by the First Party at—

(a) the operational cost as per the agreement to be paid to the Second Party, on receipt of the details of trips performed duly attested by the authorised signatory of First Party.

(b) the cost due to escalation of the price of diesel after the date of execution of this agreement shall be compensated to the Second Party by calculating, the average increase of price in the whole year.

(23) The Second Party shall assume all liabilities and keep the First Party wholly indemnified against any action or suits, claim, cost, damages, charges and expenses arising howsoever out of the operation of the buses under these agreements. The Second Party shall inform of any accident, suit or claim immediately to the First Party.

(24) The Second Party shall be fully responsible for complying with all the Acts, rules and regulations in regard to the buses operated under these presents and shall fully indemnify the First Party against any liability or action due to omission or commission in this behalf.

(25) The First Party reserves the right to enter into similar agreements with others for the same services or any other similar services secured under this agreement.

(26) The Second Party shall not assign this contract or any part thereof in any manner whatsoever to any party without the prior permission in writing of the First Party. The Second Party has to ensure due performance of the contract for which performance security will be obtained by the First Party for award of contract. A performance guarantee will be for an amount of ₹ 25,000 per vehicle in the form of bank guarantee from a nationalised bank in the name of the President of India represented by the Director of School Education, Puducherry.

(27) This agreement is deemed to have come into operation from the date of the signing of the agreement and it is valid for a period of two years and it is also terminable on three months notice on either side.

(28) After the termination of this agreement in full or in respect of any particular bus, the First Party shall re-transfer the documents to the name of the Second Party at the cost of the Second Party.

(29) The Second Party shall get payment, information, directions, etc., only from the First Party.

(30) There are no other promises, terms and conditions in oral or writing other than those contained in these presents.

(31) The operation of bus under this said scheme shall be in conformity and in compliance with the existing rules and regulations issued by Transport Department, Government of Puducherry, and also the rules and regulations issued from time to time.

(32) In case, any dispute arises about the performance or non-performance or efficiency in service or as to the interpretation of the terms of the settlement, the dispute shall be referred to the sole arbitration of the Secretary to Government, Transport Department, Puducherry whose decision thereon shall be final and binding on all the parties. The provisions of the Arbitration and Conciliation Act, 1996 shall apply in the matter of arbitration under this clause.

(33) In witness, whereof, the parties have executed these presents on the day, month and year first above written.

Signed, sealed and delivered by
Thiru
The Director of School Education,
Government of Puducherry, Puducherry
for and on behalf of the President of India,
being the First Party

In the presence of witnesses:

(1)

(2)

Signed, sealed and delivered by
Mr.....
Proprietor of.....
being the Second Party

In the presence of witnesses:

(1)

(2)

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